

## **SUBCONTRACT AGREEMENT**

THIS SUBCONTRACT AGREEMENT (*Agreement*) is made at Dunkirk, (City), Maryland (State) by and between **PATRIOT** and **Level Heating, Air Conditioning & Plumbing** referred to as (**SUBCONTRACTOR**). In consideration of the rights and obligations contained herein, **PATRIOT** and **SUBCONTRACTOR** agree as follows:

### **1. SCOPE OF WORK**

The work to be performed by **SUBCONTRACTOR** under the terms of this Agreement consists of furnishing all labor, materials, tools, implements, equipment, permits fees, etc. to do all of the work identified in the "Scope of Work" and "Addendum A" attached to this Agreement. The work to be performed by **SUBCONTRACTOR** includes the work specifically set forth in this Agreement, the Scope of Work and "Addendum A" attached, as well as any and all other work incident or related thereto, including but not limited to that work reasonably necessary for a complete and proper project, all of which is referred to as the Work. **PATRIOT** reserves the right to issue changes to the Scope of Work, which changes shall be incorporated by reference.

### **2. CONTRACT DOCUMENTS**

The Contract Documents for this Agreement consist of this Subcontract Agreement, any and all addenda to this Agreement, the Scope of Work, the bid package documents, the prime contract between **PATRIOT** and the United States (afterwards referred to as the **OWNER**), which incorporates by reference the Federal Acquisition Regulations (FAR), together with any applicable drawings, specifications or other addenda related to this Agreement. All of the above Contract Documents form this Agreement and are fully incorporated herein. The Contract Documents are available at **PATRIOT**'s office at 3140 West Ward Rd #203, Dunkirk, Maryland and **SUBCONTRACTOR** acknowledges that it has carefully examined them and understands them completely or has had the opportunity to examine them and has declined to do so. **SUBCONTRACTOR** acknowledges that it understands and accepts the concepts and procedures of **PATRIOT**'s contract between **PATRIOT** and **OWNER**.

**SUBCONTRACTOR** is bound to **PATRIOT** by the Contract Documents and shall assume toward **PATRIOT**, with respect to **SUBCONTRACTOR**'s performance, the obligations and responsibilities which **PATRIOT** assumes toward **OWNER**. The Contract Documents shall be construed in accordance with federal law and, as applicable the laws of the State of Maryland. **SUBCONTRACTOR** shall bind all lower-tier subcontractors and suppliers which perform under **SUBCONTRACTOR**'S Scope of Work to the performance obligations which **SUBCONTRACTOR** assumes toward **PATRIOT**.

**SUBCONTRACTOR** represents that it has carefully examined the plans and specifications, if any, for the Work, and has fully acquainted itself with all other conditions relevant to the Work, the site of the Work and its surroundings. **SUBCONTRACTOR** agrees to assume the risk of such conditions and will, regardless of such conditions, or the expense or difficulty of performing the Work, fully complete the Work for the stated subcontract price. Except for items and information which **PATRIOT** is expressly obligated under this Agreement to furnish to **SUBCONTRACTOR**, information on the site of the Work and local conditions at such site furnished by **PATRIOT** is not guaranteed by **PATRIOT** and is furnished for the convenience only of **SUBCONTRACTOR**.

The specifications and drawings, if any, may not be complete in every detail. **SUBCONTRACTOR** shall comply with their manifest intent and general purpose, taken as a whole, and shall not avail itself of any errors or omissions therein to the detriment of the Work. Should any conflict, error, omission or discrepancy appear in the drawings and specifications, if any, **SUBCONTRACTOR** shall notify **PATRIOT** at once and



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PATRIOT will issue written instructions to be followed. If SUBCONTRACTOR proceeds with any of the Work in question prior to receiving such instructions, all necessary corrections shall be at SUBCONTRACTOR's expense.

This Subcontract incorporates all FAR clauses that are specifically required by the Prime Contract and/or applicable law to be included in the Subcontract, regardless of whether those FAR clauses are specifically mentioned in this Subcontract. SUBCONTRACTOR will comply with all such clauses with the same force and effect as if they were given in full text herein. Where the words "Contracting Officer" and "Government" appear in such clauses, these terms shall be deemed to refer to PATRIOT's Project Manager and PATRIOT, respectively, as applicable. Where the word "Contractor" appears in such clauses, the word shall be deemed to refer to SUBCONTRACTOR. Where the word "subcontractor" appears in such clauses, the word shall be deemed to refer to SUBCONTRACTOR's subcontractors, if any.

### 3. TERM OF AGREEMENT; PROSECUTION OF WORK

The term of this Subcontract shall commence on the date on which both Parties have executed this Subcontract, or, when necessary, the OWNER approves this Subcontract, whichever occurs later, and continue until the work required under the Prime Contract Scope of Work is fully completed and accepted by the OWNER. If the OWNER extends the period of the Prime Contract, through exercise of options, modifications, extensions, or otherwise, then PATRIOT shall extend the term of this Subcontract for the same period of time as the Prime Contract. Notwithstanding the foregoing, this Subcontract may be terminated earlier in accordance with the termination provisions of Article 10.

SUBCONTRACTOR shall commence the Work no less than two days after receipt of notice to proceed from PATRIOT and shall prosecute and complete its Work in accordance with the Contract Documents by the Completion Date. SUBCONTRACTOR shall proceed with each and every part of this Agreement in a prompt and diligent manner. SUBCONTRACTOR, without additional compensation, shall perform this Agreement at such times, in such order and in such manner as PATRIOT may direct. SUBCONTRACTOR shall commence, continue and complete its performance of the Work so as not to delay PATRIOT, OWNER, or other contractors or subcontractors so as to insure completion of the Prime Contract. SUBCONTRACTOR shall furnish sufficient forces to assure proper performance of its Work in strict compliance with all schedules as may be required or provided by PATRIOT. At the request of PATRIOT, SUBCONTRACTOR shall provide a schedule of its Work showing timely completion. Any time specified for the completion of this Agreement, or portion thereof, is a material provision of this Agreement, and time is of the essence.

**LIQUIDATED DAMAGES:** For each calendar day the Work is not completed after the Completion Date specified for the SUBCONTRACTOR's Work, PATRIOT will be entitled to assess Liquidated Damages against SUBCONTRACTOR. The Liquidated Damages shall be the amount as specified in PATRIOT's Prime Contract with the OWNER.

Liquidated damages maybe assessed to Subcontractor for any delay caused by Subcontractor which extends Contractor's work under this Subcontract Agreement beyond the time specified for completion. SUBCONTRACTOR agrees that the Liquidated Damages amount is not a penalty, but a fair approximation of actual damages anticipated by the parties.

SUBCONTRACTOR shall be responsible for selecting personnel who are well qualified to perform the required Work. At all times during performance of this Agreement and until the Work is completed and accepted,

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SUBCONTRACTOR shall directly superintend the Work or assign and have on the job site a competent superintendent who is satisfactory to PATRIOT and who has authority to act for SUBCONTRACTOR.

### **4. PAYMENT**

In consideration of the complete and timely performance of all Work under this Agreement, PATRIOT shall pay to SUBCONTRACTOR the sum of: as shown on page nine of this agreement.

All pay requests under this Agreement shall be rounded to the nearest dollar.

**PAY-WHEN PAID PROVISION:** PATRIOT's receipt of payment from OWNER is a CONDITION PRECEDENT to PATRIOT's payment obligations hereunder and the source of such payment. The Parties intend this provision to operate as a condition precedent and not a timing mechanism. SUBCONTRACTOR shall have no claim for payment against PATRIOT or PATRIOT's surety, if any, unless and until PATRIOT receives payment for SUBCONTRACTOR's work. Regardless of the time of performance under this Agreement, SUBCONTRACTOR shall provide the following to PATRIOT prior to any payment made under this Agreement.

- a) Certificates of Insurance (see *Section 7 of this Agreement*) or as required by the Prime Contract;
- b) Invoices showing each principal category of Work which substantiates the amount requested in such detail as requested by PATRIOT for determining progress payments;
- c) Certified payroll information in compliance with Davis-Bacon, related and other federal laws and regulations; and all provisions of the Prime Contract.
- d) Schedules for completing the Work, as may be required by PATRIOT;
- e) Performance and payment bonds, as may be required by PATRIOT;
- f) Submittal information and shop drawings, as may be required by PATRIOT or OWNER.
- g) A completed Progress Payment Waiver and Lien Release, or Final Payment Waiver and Lien Release, as the case may be, by which SUBCONTRACTOR certifies that the Work for which payment is requested has been performed, that SUBCONTRACTOR will use such payment for payment of obligations under this Agreement, and that SUBCONTRACTOR and its lower-trier subcontractors and suppliers release all mechanic's lien, bond and contract claims based on materials provided and Work performed prior to the date of the Release.

SUBCONTRACTOR's submission of a Progress Payment request to PATRIOT shall constitute SUBCONTRACTOR's certification that the invoiced amounts are properly due and owing for work performed by SUBCONTRACTOR.

Except as provided in this Article 4, Progress Payments shall be made as stated above as the Work progresses unless SUBCONTRACTOR is in default. An amount equal to 10% of SUBCONTRACTOR's approved progress payment may be retained by PATRIOT at its option, which retainage shall not be released until PATRIOT receives final project payment from the OWNER. SUBCONTRACTOR's Work is accepted by PATRIOT as final when SUBCONTRACTOR furnishes PATRIOT with satisfactory evidence that all obligations incurred by SUBCONTRACTOR pursuant to this Agreement have been paid in full. PATRIOT may offset against any sums due SUBCONTRACTOR hereunder the amount of any back charges to the SUBCONTRACTOR or unpaid obligations of SUBCONTRACTOR to PATRIOT, whether or not such back charges or obligations arise out of this Agreement, or arise out of another Agreement with PATRIOT.

In the event of any breach by SUBCONTRACTOR of this Agreement or in the event of the assertion by SUBCONTRACTOR or others of any third-party claim against OWNER, PATRIOT or PATRIOT's surety, which claim arises out of or is in relation to SUBCONTRACTOR's performance, PATRIOT may, but is not



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required, retain out of any payments due to SUBCONTRACTOR an amount sufficient to protect PATRIOT from any and all loss, damage or expense there from, until the claim has been adjusted by SUBCONTRACTOR to the satisfaction of PATRIOT; or PATRIOT, at its option, may make any payment due hereunder by check payable jointly to SUBCONTRACTOR and any of its subcontractors or suppliers who have performed Work or furnished materials under this Agreement. In the event SUBCONTRACTOR declines to endorse any check made payable jointly to SUBCONTRACTOR and any of its subcontractors or suppliers,

PATRIOT may make payment directly to the subcontractor or supplier to whom PATRIOT has determined payment is owed by SUBCONTRACTOR. Any direct payment, including administration costs, will be back charged to SUBCONTRACTOR.

If any dispute arises as to the amounts properly due and owing SUBCONTRACTOR, the dispute shall be resolved in accordance with the disputes provisions of this Subcontract. PATRIOT shall have no obligation to pay any dispute amounts until final resolution of the dispute. SUBCONTRACTOR shall continue its work under this Subcontract, without interruption, despite any non-payment of disputed amounts.

### 5. CHANGES

PATRIOT may order changes in the Work. No alteration, addition, omission or change shall be made in the Work or the method or manner of performance of the Work except upon the written change order of PATRIOT. PATRIOT will not be responsible for payment for changes directed by parties other than PATRIOT. Any change or adjustment in the contract price by virtue of such change order shall be specifically stated in the applicable change order. Prior to the issuance of any change order, upon PATRIOT's request, SUBCONTRACTOR shall furnish to PATRIOT a detailed itemization showing the value of the Work, labor, services and materials altered, added, omitted or changed by the proposed change order, and the corresponding overhead and profit amounts. If an agreement as to monetary allowance or any other term in the change order cannot be reached, PATRIOT, by an authorized representative, may direct SUBCONTRACTOR in writing to perform the Work with the final adjustment reserved until final completion of both this Agreement and the prime contract. The monetary amount for the performance of any change order shall not exceed the allowance set forth in SUBCONTRACTOR's prior price breakdown. Any extension of time needed as a result of a proposed change order shall be requested by SUBCONTRACTOR, in writing, prior to the issuance of the change order, and shall be incorporated into the change order at the discretion of PATRIOT. All changes in the Work ordered in writing by PATRIOT shall be a part of the Work and shall be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the Contract Documents. The Subcontract Price includes the price adjustments of written, executed Change Orders.

### 6. CLAIMS AND DISPUTES, MANDATORY BINDING ARBITRATION

In the event SUBCONTRACTOR makes any claim involving any action or directive by the OWNER, or any question as to SUBCONTRACTOR's compliance with the Prime Contract ("OWNER-Related Dispute"), Subcontractor shall provide notice of such claims to PATRIOT within one week prior to the beginning of SUBCONTRACTOR's Work for which such claim is to be made, or immediately upon SUBCONTRACTOR's knowledge of the claim, whichever shall occur first. Otherwise, such claim shall be deemed waived.

Should SUBCONTRACTOR wish to make an OWNER-Related Dispute, SUBCONTRACTOR shall submit its claim to PATRIOT as a pass-through claim for presentation to the OWNER. In the event that



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SUBCONTRACTOR chooses to present an OWNER-Related claim against OWNER, the following provisions will apply:

- (a) **Claim Presentation.** PATRIOT, upon request by SUBCONTRACTOR, shall present SUBCONTRACTOR's Owner-Related Dispute to the OWNER as a pass-through claim for resolution under the dispute's provisions of the Prime Contract. PATRIOT agrees to present such claims for and on behalf of SUBCONTRACTOR and to pass SUBCONTRACTOR's OWNER-Related Disputes through to the OWNER in good faith.
- (b) **Costs, Fees, and Expenses.** SUBCONTRACTOR shall be responsible for all costs, fees and expenses associated with its OWNER-Related Disputes.

**MANDATORY AND BINDING ARBITRATION AGREEMENT:** In the event of any dispute between PATRIOT and SUBCONTRACTOR arising under or relating to this Agreement, which is not an OWNER-Related Dispute, the dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, unless the parties agree otherwise. The parties agree that there will be no recourse to trial or appeal courts, except as may be allowed by law, and that their exclusive recourse and remedy is ARBITRATION. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law of the State of Maryland. Arbitration shall be arbitrated in the State of Maryland in the County of Calvert. SUBCONTRACTOR agrees to carry on the Work under this Agreement and maintain satisfactory progress while any claim or dispute is being resolved.

### 7. INSURANCE

Without in any way limiting SUBCONTRACTOR's liability hereunder, prior to commencing the Work, the SUBCONTRACTOR shall furnish to PATRIOT a certificate of insurance executed by a duly authorized representative of the insurer showing compliance with the insurance requirements set forth below. The certificate of insurance should include name and address of the project, and list PATRIOT and the Owner as additional insured. The insurer is to have a Best's rating of A-IX or better and be licensed in the State where the Work is to be done. All certificates shall provide for 60 days' written notice to PATRIOT prior to the cancellation or material change of any insurance referenced below. Failure by PATRIOT to demand such a certificate, other evidence of full compliance with these insurance requirements, or to object to a deficiency in the certificate or evidence that is provided, shall not be a waiver of SUBCONTRACTOR's obligation to provide such insurance. All SUBCONTRACTOR insurance policies shall be primary, non-contributory basis over any insurance carried by PATRIOT or Owner:

Worker's Compensation Insurance as prescribed by applicable law.

The limits of liability of such insurance shall be not less than:

Bodily Injury by accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 each employee

Bodily Injury by Disease - \$500,000 policy limit

Commercial General Liability Insurance on an occurrence basis with limits no less than:

\$1,000,000 per occurrence

\$2,000,000 aggregate

\$1,000,000 personal injury

\$1,000,000 product/completed operations aggregate.



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The Commercial General Liability Insurance policy shall not have a professional services exclusion of coverage for services within the construction means, methods, techniques, sequences and procedures employed by the SUBCONTRACTOR in connection with the SUBCONTRACTOR's work. ISO Form CG 22 79 or CG2280 (or equivalent) is acceptable. If professional work is to be done which is outside the scope of construction means, methods, techniques, sequences and procedures, SUBCONTRACTOR shall provide a professional liability policy with limits of \$1,000,000 each claim/\$2,000,000 aggregate.

The liability coverage's furnished by SUBCONTRACTOR shall name PATRIOT, the OWNER, and all of their affiliates as Additional Insured's including completed operations coverage and shall insure them from and against any liability for injury, disease or death, or damage to or loss of property. The SUBCONTRACTOR will maintain completed operations coverage throughout the duration of the job and for two years' post job completion.

**Automobile Bodily Injury and Property Damage Liability Insurance.** Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of this Agreement. The limits of liability of such insurance shall be not less than \$1,000,000 Combined Single Limit.

SUBCONTRACTOR shall maintain an Umbrella Policy with a limit of \$2,000,000.

The SUBCONTRACTOR shall purchase and maintain in force property insurance for their entire Work under an installation floater "all risks" policy form. The insurance shall be written in an amount at least equal to the initial subcontract sum as well as subsequent modifications. The policy is to be endorsed to provide coverage while the materials are stored off the job-site premises and while in transit.

The insurance shall apply on a replacement cost basis. The policy shall remain in effect for the duration of the Project until acceptance by the Owner.

### Waiver of Subrogation – Liability/WC/Auto/Umbrella/Property

SUBCONTRACTOR waives all rights against PATRIOT, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employer's liability installation floater insurance maintained per requirements stated in the insurance requirements. SUBCONTRACTOR's Workers Compensation policy has WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT with PATRIOT, Owner and Architect listed on SCHEDULE.

### 8. BONDS REQUIRED

In the event that the Subcontract Agreement exceeds \$25,000.00, SUBCONTRACTOR shall furnish to PATRIOT, at SUBCONTRACTOR's expense, payment and performance bonds guaranteeing the performance of this Agreement and the payment of all labor and material bills in connection with the execution of the Work covered by this Agreement. The bonds are to be written by a surety company designated or approved by PATRIOT and in a form entirely satisfactory to PATRIOT. PATRIOT may request bonds for amounts less than the above described amount.

### 9. PERMITS, LICENSES, TAXES, FEES ETC.

SUBCONTRACTOR shall, at its own cost and expense, apply for and obtain all permits and licenses necessary for the performance of the Work, and shall conform strictly to the federal, state and local laws and ordinances applicable to the Work being performed under this Agreement. SUBCONTRACTOR shall



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hold harmless PATRIOT against any liability by reason of SUBCONTRACTOR having failed to pay federal, state, county or municipal taxes or fees.

### 10. TERMINATION

If SUBCONTRACTOR at any time refuses or neglects to supply sufficient, properly skilled workers, or materials or equipment of the proper quality and quantity, or fails in any respect to prosecute the Work with promptness and diligence or to maintain the schedule of Work, or causes by any action or omission the stoppage or interference of Work of PATRIOT or any other subcontractor or fails in the performance of any of the covenants contained in this Agreement, or be unable to meet its debts as they mature, PATRIOT may at its option and at any time after serving three calendar days' notice of such default, terminate this Agreement by delivering written notice of termination to SUBCONTRACTOR. Thereafter, PATRIOT may take possession of the plant and Work, materials, tools, appliances, and equipment of SUBCONTRACTOR at the building site, and through itself or others provide labor, equipment and materials to prosecute SUBCONTRACTOR's Work on such terms and conditions as shall be deemed necessary, and shall deduct the cost thereof, including all charges, expenses, losses, costs, damages and attorneys' fees incurred as a result of SUBCONTRACTOR's failure to perform from any money due or thereafter to become due to SUBCONTRACTOR. If PATRIOT so terminates this Agreement, SUBCONTRACTOR shall not be entitled to any further payment under this Agreement until SUBCONTRACTOR's Work has been completed and accepted by OWNER and payment has been received by PATRIOT from OWNER with respect thereto.

In the event that the unpaid balance due exceeds PATRIOT's cost of completion, the difference shall be paid to the SUBCONTRACTOR; but if such expense exceeds the balance due, SUBCONTRACTOR agrees to promptly pay the difference to PATRIOT.

PATRIOT shall have the right to terminate this Agreement, by written notice, without SUBCONTRACTOR being in default for any cause or for its own or OWNER's convenience, and require SUBCONTRACTOR to immediately stop Work. In such event, PATRIOT shall pay SUBCONTRACTOR for that Work actually performed in an amount proportionate to the sum payable under this Agreement after payment is received by PATRIOT from OWNER. PATRIOT shall not be liable to SUBCONTRACTOR for any other costs, speculative damages, or for any prospective profits on Work not performed.

### 11. COMPLIANCE WITH LAW AND SAFETY

SUBCONTRACTOR agrees to comply in all respects with federal, state and local law applicable to the prosecution of Work under this Agreement. Such compliance shall include but not be limited to payment by SUBCONTRACTOR of wages to employees or subcontractors in compliance with the Davis-Bacon Act, and the maintenance of a drug-free work place as defined in schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in regulation at C.F.R. 1308.11-1308.15

Subcontractor's failure to comply with federal, state and local law applicable to the prosecution of Work under this Agreement shall be grounds for termination of this Agreement.

### 12. CLEAN UP AND FINAL INSPECTION

SUBCONTRACTOR shall at all times during performance of the Work, and as directed by PATRIOT, remove from the job site and the vicinity thereof all debris and rubbish caused by the SUBCONTRACTOR's operations.



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Work shall be accessible at all reasonable times for inspection by PATRIOT. SUBCONTRACTOR shall at the first opportunity, inspect all material and equipment delivered to the job site by others to be used or incorporated in the Subcontractor's work and give prompt notice of any defect therein.

SUBCONTRACTOR assumes full responsibility to protect the work done hereunder until final acceptance by the Owner and PATRIOT.

PATRIOT and SUBCONTRACTOR will jointly conduct a pre-final inspection prior to SUBCONTRACTOR requesting a final inspection. Any discrepancies noted will be corrected prior to any final inspection. PATRIOT may schedule more than one pre-final inspection if PATRIOT determines it necessary. When SUBCONTRACTOR is ready for final inspection, it shall make a request of final inspection to PATRIOT. The final inspection shall be requested in advance as agreed upon during project negotiations, and then the request shall be submitted a minimum of one Workday prior to the desired final inspection date. Any discrepancies noted shall be corrected within the time specified by PATRIOT and prior to final payment.

### **13. INDEMNITY**

To the extent of its fault or negligence, and to the fullest extent permitted by law, SUBCONTRACTOR agrees to defend, indemnify and hold PATRIOT, OWNER and PATRIOT's Surety harmless from any and all claims, suits, losses or liability, including attorneys' fees and litigation expenses, incurred for or on account of any breach of this Agreement, or arising out of SUBCONTRACTOR's performance of this Agreement.

PATRIOT shall have the right to withhold from any payments due or to become due to SUBCONTRACTOR an amount sufficient to protect and indemnify PATRIOT from any and all such claims, loss, attorneys' fees, costs, expenses, liability, damages or injury.

### **14. WARRANTIES**

SUBCONTRACTOR warrants to Owner, Architect and PATRIOT that all materials and equipment furnished shall be new, free from faults and defects and of good quality. SUBCONTRACTOR hereby warrants its work against all deficiencies and defects for the period required by the prime contract or the longest period permitted by the law of this State, whichever is less.

### **15. MISCELLANEOUS PROVISIONS**

In connection with the performance of this Agreement, SUBCONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or disability under the law. Additionally, SUBCONTRACTOR shall comply with all other equal opportunity and non-discrimination provisions set forth in the Prime Contract or applicable law (including, but not limited to, Presidential executive orders).

SUBCONTRACTOR shall exercise all reasonable care and diligence to prevent any actions or conditions which could result in a conflict with PATRIOT's best interests. This obligation shall apply to the activities of the employees and agents of SUBCONTRACTOR in their relations with the employees and agents of PATRIOT and OWNER. SUBCONTRACTOR, its employees or agents shall not communicate with representatives of OWNER without the express written permission of PATRIOT.



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### **16. INDEPENDENT CONTRACTOR**

SUBCONTRACTOR's relationship to PATRIOT in the performance of this Subcontract is that of an independent contractor. This Subcontract is not intended by the Parties to constitute or create a joint venture, partnership, or formal business organization of any kind whatsoever. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties except as may be provided herein.

SUBCONTRACTOR's personnel performing services under this Subcontract shall at all times be under SUBCONTRACTOR's exclusive direction and control and shall be employees of SUBCONTRACTOR and not employees of PATRIOT. SUBCONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this Subcontract and shall be responsible for all reports and obligations to Social Security, income tax withholding, unemployment compensation, worker's compensation and similar matters.

### **17. COMMUNICATIONS WITH OWNER**

Throughout the term of this Subcontract, SUBCONTRACTOR shall neither contact nor communicate directly with OWNER personnel concerning the terms of this Subcontract, or the Prime Contract between PATRIOT and the OWNER, or matters pertaining to project management without prior written consent of PATRIOT. All contractual communications with the OWNER shall be exclusively conducted by PATRIOT.

### **18. ORGANIZATIONAL CONFLICTS OF INTEREST**

SUBCONTRACTOR warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5. SUBCONTRACTOR agrees that if an actual or potential organizational conflict of interest is discovered after award, SUBCONTRACTOR will make a full disclosure in writing to PATRIOT within two (2) business days, under terms of confidentiality, for submission by PATRIOT directly to the OWNER. This disclosure shall include a description of actions which SUBCONTRACTOR has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. SUBCONTRACTOR further agrees to insert in any consultant agreement or lower-tier subcontract hereunder, provisions which shall conform substantially to the language of this Article 19.

### **19. REPRESENTATIONS AND CERTIFICATIONS**

By executing this Subcontract, SUBCONTRACTOR certifies, to the best of its knowledge, that: neither it nor any of its principals: (1) are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Agency; (2) have not, within a three-year period preceding the date of this Subcontract, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; (3) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses listed in item (2); (4) have not, within a three-year period preceding the date of this Subcontract, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000, for which liability remains unsatisfied.



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This Agreement shall be construed and governed by the laws of the State Of Maryland. In the event that any provision or any part of any provision of this Agreement shall be finally determined to be unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise effect the validity, legality or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted. This Agreement constitutes the entire agreement between the parties. No oral representations or other agreements have been made by PATRIOT except as stated in this Agreement. Subcontractor shall not assign this Agreement, or any portion of this Agreement, without having first received written authorization from PATRIOT. This Agreement may not be changed in any way except as provided herein, and no term or provision hereof may be waived by PATRIOT except in writing signed by its duly authorized officer or agent.



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Facilities | Infrastructure | Solutions

Owner:	ACC-APG-Garrison Division APG, MD	
Contract Number:	W91ZLK-13-D-0029	
Project Number:	WR# MR0001V6J	
Project Title:	Bldg. 310 Swing Space Renovation	
PATRIOT Number:	AB5-038	
Sub-Contract Date:	1/10/2019	
Subcontractor:	Level Heating, Air Conditioning & Plumbing	
Contract Amount:	\$ 178,677.00 (One Hundred Seventy-Eight Thousand Six Hundred Seventy-Seven Dollars and Zero Cents)	
Liquidated Damages	\$ 2,332.00	/per day
Cost Code:	22-05-00-01	
Sub-Contract Date:	1/10/19	
Start Date:	NTP	
Finish Date:	As Scheduled	
Wage Decision State:	MD	
Wage Decision County:	Harford	
Wage Decision #:	MD180011 MD180012 MD180032 MD180048 MD180078	

**PATRIOT :**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Subcontractor:

Person Signing: William T. Brown Title: V.P. Date 1/14/19  
 Signature: William T. Brown



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### **SUBCONTRACT AGREEMENT – ADDENDUM A**

**Subcontractor Scope of Work – Dated** 10/17/18

**Level Heating, Air Conditioning & Plumbing** ("SUBCONTRACTOR") shall provide all labor, materials, equipment, and supervision to perform the following Scope of Work per this Subcontract Agreement – Addendum A and Statement of Work dated 10/17/18 for the project listed above. The start and completion dates above are the performance period for this Subcontract Agreement.

A) Perform all work as described in contract documents and below scope as provided, and in accordance with, the contract Specifications and the Standard Building Code and all applicable Federal, State, and Local codes governing the Work. In the event of any conflict, the more stringent code, specification, ordinance, or scope shall govern.

B) All documents, including plans and specifications, have been forwarded to subcontractor

C) Subcontractor shall also provide; in addition to onsite superintendence, safety and quality control for the subcontractors scope of work. All Superintendents shall have at the minimum a 30 hour OSHA certificate. All other personnel shall have at the minimum a 10 hour OSHA certificate.

D) Any changes resulting from meetings or discussions without Patriot personnel in attendance or approval will result in Subcontractor absorbing the costs without recourse for modification.

E) If subcontractor takes direction from anyone other than PATRIOT and the direction increases the amount of work and cost; the increase will be done at no cost to Patriot or the client. If the direction is a decrease in the amount of work, then a credit will be provided to PATRIOT.

If subcontractor performs additional work without a signed modification to the subcontract, then this work will be done at no cost to PATRIOT or the client.

G) The subcontractor is responsible for delivery and installation of only approved submitted products on the project site. Any deficient items found on site will be removed and replaced at the subcontractors cost and liability.

H) No smoking or tobacco products on client's property.

I) No music producing devices of any kind allowed on job site or property of client

Additional items for clarification to scope of work:

1. The following items are included in sub-contractors scope of work: a) Prevailing Wage Rates; b) Daily clean up and Disposal of your debris and waste; c) Potable water and toilet facilities for your workers; d) Bonding; e) taxes; f) warranty of work; h) site repair of any damages caused by your work; h) Repair or replacement of any damaged existing work to remain; i) Activity Hazard Analysis for your work; j) Fire Stopping your own work as needed; k) Participate in Design process and review progress design submittals for compliance with budget.

HVAC:

1) Rework and reconfigure HVAC ductwork, supply registers and return grills in areas where partitions and walls have been removed.

2). Re-route refrigerant lines as noted on drawings and photos. New lines are to be insulated with armorflex type insulation with ultraviolet light protective covering where lines are mounted low on exterior of building.



## SUBCONTRACT AGREEMENT

1)VAC continues:

5. The main portion of the building is served by 4 existing heat pump units with air handlers. Reconfigure ductwork, supply registers and return grills to accommodate the new plan layout. Clean and test condensate lines and re-rout as required to avoid mounting on surface of new siding and existing brick surfaces.
6. Provide and install a multi-zone, ceiling mounted, and ductless Variable Refrigerant Flow (VRF) split system for all areas in both floors of rear wing including hallway, restrooms, fire stair, and break-rooms. The system will also serve the front entrance portion of the building including the front fire stair, lobby and other rooms on both floors of the front portion of the building not presently served by the 4 existing air handlers which serve Wings A and B. . . Perform a load analysis to determine the correct capacity of the units. The interior units will be designed to fit into a 2 x 2 ceiling grid system. A minimum of one ceiling unit per 120 sq. ft. of floor space or per room will be required.
7. VRF: System shall be capable of providing both cooling and heating. The system must also be capable of providing the make-up air requirements per code for a commercial office use
8. VRF: System shall use R410-A refrigerant. The system shall require a minimum of two exterior compressors located
9. Provide and install new copper refrigerant lines and insulation. Support all refrigerant lines at minimum intervals with suitable hangers, brackets or clamps. Insulation should be rubber tubing, flexible, closed cell foam, 1 ½" thick. All interior piping that requires insulation shall have PVC jacketing. All outside insulation shall have a multi-ply laminate jacketing. The PVC jacketing shall match the color of the label specified in ANSI A13.1 for pipe labeling standards.
10. VFR: Indoor units shall be minimum EER-20.
11. VRF: Indoor units shall have 4-way supply airflow
12. VRF: Return air shall be through the concentric panel, which shall include a filter. Return air shall be filtered by means of a washable long-life filter with mildew proof resin
13. VFR: Indoor units shall be equipped with a condensate pan and condensate pump. Provide drain line and connect to sanitary line
14. VFR: Indoor units shall be equipped with a return air thermistor.
15. VFR: Provide and install digital display thermostats, one in each room. Mount thermostats on wall 48" above the finished floor. Each thermostat shall be able to control and adjust the temperature  $\pm 4$  degrees of the zone temperature set points. Control wiring shall not be placed in the same raceway as the wiring for general power.
16. VRF: Comply with all manufacturers recommended installation requirements.

### Plumbing

1. Valve off water service to powder room to be demolished. Locate valve at main water line source in the building to prevent freezing of unheated powder room line.
2. Reconfigure plumbing in restrooms to accommodate new layout requirements as shown on the drawings.



## SUBCONTRACT AGREEMENT

Facilities | Infrastructure | Solutions

### STATEMENT AND ACKNOWLEDGMENT

OMB Control Number: 9000-0014

Expiration Date: 12/31/2014

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0014, Office of Government wide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

### PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER			
<b>W91ZLK-13-D-0029</b>	1/10/19	<b>3</b>			
4. PRIME CONTRACTOR		5. SUBCONTRACTOR			
a. NAME <b>PATRIOT</b>		a. NAME <b>Level Heating, Air Conditioning &amp; Plumbing</b>			
b. STREET ADDRESS <b>3140 West Ward Rd #203</b>		b. STREET ADDRESS <b>908 Pulaski Hwy.</b>			
c. CITY <b>Dunkirk</b>	d. STATE <b>MD</b>	e. ZIP CODE <b>20754</b>	c. CITY <b>Havre de Grace</b>	d. STATE <b>MD</b>	e. ZIP CODE <b>21078</b>
6. The prime contract <input checked="" type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in Item 5 by the following firm:					
a. NAME OF AWARDING FIRM <b>PATRIOT</b>					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR <b>HVAC &amp; Plumbing</b>					
8. PROJECT <b>Bldg. 310 Swing Space Renovation</b>		9. LOCATION <b>Bldg. 310 APG, MD</b>			
10a. NAME OF PERSON SIGNING <b>Frank Hartman</b>		11. BY (Signature)		12. DATE SIGNED	
10b. TITLE OF PERSON SIGNING <b>Project Manager</b>					

### PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation  
(If included in prime contract see Block 6) Payrolls  
and Basic Records  
Withholding of Funds  
Disputes Concerning Labor Standards  
Compliance with Construction Wage Rate Requirements and  
Related Regulations

Construction Wage Rate Requirements  
Apprentices and Trainees  
Compliance with Copeland Act Requirements  
Subcontracts (Labor Standards) Contract  
Termination - Debarment Certification  
of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A	C	
B	D	

15a. NAME OF PERSON SIGNING <b>William T. Brown Jr.</b>	16. BY (Signature)	17. DATE SIGNED <b>1/14/19</b>
15b. TITLE OF PERSON SIGNING <b>Vice President</b>		

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